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Attorney for Plaintiff
SARAH HADASSAH HOFFMAN

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

E-FILING

The parties in the above-captioned matter submit this Case Management Statement and Proposed Order, and request the Court adopt it as its Case Management Order for this case.

1. Jurisdiction and Service: The claim arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* (“ERISA”) and as such, this Court has subject matter jurisdiction of this action under 29 U.S.C. Section 1132 and 28 U.S.C. Section 1331.

1 2. Facts: This case relates to an employee welfare benefit plan governed by ERISA.
 2 The plaintiff, SARAH HADASSAH HOFFMAN, was an employee of Sutter Health which
 3 procured group long term disability insurance Plan (“the Plan”) underwritten by UNUM Life
 4 Insurance Company of America. Plaintiff was a participant under the Plan. Plaintiff made a
 5 claim for benefits under the Plan. Benefits were paid to plaintiff that were not offset by
 6 plaintiff’s deductible sources of income as provided in the Plan. Plaintiff’s claim for continued
 7 benefits was denied. The principal factual issue which the parties dispute is whether plaintiff
 8 was disabled and eligible for continued benefits under the Plan’s terms.

9 3. Legal Issues: The standard of review to be applied in this case.

10 4. Motions: If the parties do not resolve this matter through mediation, they
 11 anticipate that it will be resolved through cross-motions for summary judgment.

12 5. Amendment of Pleadings: None.

13 6. Evidence Preservation: The Administrative Record of the claim for benefits has
 14 been preserved and will be produced with the initial disclosures.

15 7. Disclosures: The parties certify that they have made disclosures, or will have
 16 made disclosures by the date of the Case Management Conference.

17 8. Discovery: Defendants assert that no discovery is permitted as the review of
 18 the denial of plaintiff’s claim for benefits must be made by the Court based on the administrative
 19 record of the claims appeal that was before UNUM at the time it concluded benefits were not
 20 payable. See *Kearney v. Standard Ins. Co.*, 175 F.3d 1084,1094-1095 (9th Cir. 1999) and *Taft v.*
Equitable Life Assurance Society, 9 F.3d 1469, 1471-72 (9th Cir. 1993). Plaintiff disagrees and
 22 reserves her right to complete discovery as provided in *Metropolitan Life Ins. Co. v. Glenn*, No.
 23 06-923, 2008 U.S.LEXIS 5030 (U.S.Sup.Ct. June 19, 2008); *Abatie v. Alta Health & Life*
 24 *Insur.Co.*, 458 F.3d 955 (9th Cir. 2006).

25 9. Class Actions: Not applicable.

26 10. Related Cases: None.

27 11. Relief: Plaintiff seeks payment of back disability payments, plus interest
 28 attorneys’ fees and costs. Further, plaintiff seeks a declaration regarding her right to receive

1 future long-term disability benefits under the Plan. UNUM seeks recovery of overpayments
2 because plaintiff did not offset deductible sources of income that she received.

3 12. Settlement and ADR: Court ordered mediation is to be completed on or before
4 October 20, 2008.

5 13. Consent to Magistrate Judge For All Purposes: UNUM's does not consent to have
6 a magistrate judge conduct all further proceedings including trial and entry of judgment.

7 14. Other References: Not Applicable.

8 || 15. Narrowing of Issues: Not Applicable.

9 16. Expedited Schedule: If the parties do not resolve this matter through mediation,
10 they anticipate that it will be resolved through cross-motions for summary judgment.

11 17. Scheduling: Cross-Motions for summary judgment to be filed on October 31,
12 2008, oppositions on November 14, 2008, replies on November 21, 2008 and hearing on
13 December 5, 2008.

14 18. Trial: The matter will be resolved through cross-motions for summary judgment.

15 || 19. Disclosure of Non-party Interested Entities or Persons:

16 SARAH HADASSAH HOFFMAN, SUTTER HEALTH Group Long Term Disability
17 Plan, UNUM LIFE INSURANCE COMPANY OF AMERICA and UNUM Group.

18 20. Such other matters as may facilitate the just, speedy and inexpensive disposition
19 of this matter: None.

RIMAC & MARTIN, P.C.

21 | DATED: July 25, 2008

By: /s/ WILLIAM REILLY
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ROBOOSTOFF & KALKIN

Dated: July 24, 2008

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